AGREEMENT BETWEEN
THE TOWNSHIP OF BRIDGEWATER, NEW JERSEY

AND

THE BRIDGEWATER PUBLIC WORKS ASSOCIATION

TERM OF AGREEMENT

TANUARY 1, 1983 - DECEMBER 31, 1984

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THIS AGREEMENT, made and entered into as of the first day of January, 1983, between the Township of Bridgewater (hereinafter referred to as the "Township" or "Employer"), and the Bridgewater Public Works Association (hereinafter referred to as the "Association").

ARTICLE I - RECOGNITION

- A. The Employer hereby recognizes the Association as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Department of Public Works and the Department of Parks and Recreation as maintenance personnel (hereinafter referred to as the "Department"), excluding the Director of Public Works, Public Works Coordinator, Director of Parks and Recreation, Parks and Recreation Maintenance Supervisor, Office and Clerical employees, supervisors, and seasonal and parttime employees of the Township in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment.
- B. The bargaining unit: shall consist of all Department of Public Works employees and Department of Parks and Recreation maintenance employees excluding the positions in Paragraph A above.
- C. Wherever used herein, the term "employee" shall mean and be construed only as referring to a Department's employee covered by this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

That the Township of Bridgewater reserves and retains solely and exclusively all of its statutory rights to manage the operation of the Township of Bridgewater. The sole and exclusive rights of the Township shall include, but are not limited to:

To establish or continue policies, practices or procedures for the conduct of the Departments and their services to residents.

From time to time, change or abolish such practices or procedures, but not the terms or conditions of employment.

To determine and re-determine from time to time the number, locations and relocation, and types of its employees or to discontinue any performance by employees of the Township.

To determine the number of hours per day or week any operation of the Department may be carried out.

To select and determine the number and types of employees required.

To assign such work to such employees in accordance with the requirement determined by the Department Directors.

To establish and regulate training programs for members of the Departments.

To transfer, promote or demote employees for just cause in accordance with the needs of the Departments.

To lay off, terminate or otherwise relieve employees from duty for lack or work or other legitimate reasons.

To continue, alter, make and enforce reasonable rules for the maintenance of discipline.

To suspend, discharge or otherwise discipline employees for just cause and otherwise to take such measures as the Township may determine to be necessary for the orderly and efficient operation of the Departments for the Township.

ARTICLE III - GRIEVANCE PROCEDURE

The procedure for adjusting grievances shall provide each employee with a full opportunity for presenting his/her grievance and for the participation of Association representatives.

Definition: A grievance shall be defined as a complaint by an employee that, as to him or her, there has been an inequitable, improper or unjust application, interpretation or violation of this agreement and/or general practices in effect in the Township.

Presentation of Grievance: In the presentation of grievance, the grievant shall have the right to present his own appeal or to designate an association representative to appear with him. There shall be no loss of pay for the time spent in presenting the grievance by the grievant, through the grievance procedure.

Steps of Grievance Procedure: The following shall constitute the initial method for the resolving of grievances between the parties covered by this agreement:

Step 1: The grievant shall institute action under the provisions hereof in writing, signed, and delivered to the Director of the Department within ten (10) working days after he would reasonably be expected to know of the occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The Director shall render a decision, in writing, within five (5) working days after receipt of the grievance.

Step 2: In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Township Administrator within ten (10) working days following the determination of Step 1. The Administrator shall render his decision within five (5) working days after the receipt of the complaint.

Step 3: In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Mayor within ten (10) working days following the determination in Step 2. The Mayor shall render his decision within five (5) working days after the receipt of the complaint. This decision shall be final in all cases except where a violation of this agreement is alleged.

Step 4: In the case of an alleged violation of this agreement, should the grievant be dissatisfied with the Mayor's decision, the grievant, with the approval of the Association, has twenty (20) working days in which to request binding arbitration. The Arbitrator shall be chosen from a panel submitted by the Public Employeees Relations Commission and selected in accordance with its provisions. However, no arbitration shall be scheduled sooner than thirty (30) days after the final decision of the Mayor. The arbitrator's decision shall be in writing and shall set forth his findings, the facts, reason, and conclusions of the issues submitted. Said decision will be final and binding on all parties. The cost for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

The cost of the transcript, if any, will be borne by the party requesting it. If both parties request the transcript, the cost will be borne equally. Time limits under this Article may be changed by mutual agreement, in writing, only.

ARTICLE IV - TIME OFF FOR ASSOCIATION REPRESENTATIVES

- A. The employer shall permit two Association representatives to conduct the business of the Association, which consists of conferring with employees and the employer on grievances and related matters in accordance with the grievance procedure set forth herein, during the duty hours of said representative, without loss of pay. Employees who are the subject of the grievance and witnesses, shall be permitted to confer with such representative during duty hours, without loss of pay. The conference time provided for shall not be in excess of one hour.
- B. All grievance hearings and conferences shall take place at the mutual convenience of the Association and employer. If said meeting is during regular work hours, Association representatives, employees and witnesses shall be granted time off with pay for the purpose of attending such meetings.

ARTICLE V - PROBATIONARY PERIOD

- A. All employees shall serve a probationary period of ninety (90) calendar days. At the end of the first forty-five (45) day period, the Department Director shall evaluate the employee's performance and inform the employee of his evaluation. At the expiration of the probationary period, the Department Director, in consultation with the Business Administrator, may determine if an additional ninety (90) calendar days' probationary period is necessary. During the probationary period, the Township may discharge such employee for any reason whasoever. The Township shall have no responsibility for the re-employment of probationary employees if they are dismissed during the probationary period.
- B. At least ten (10) days prior to the expiration of the probationary period, the Department Director shall make or cause to have made written evaluations of the employee's performance to date. One (1) copy of each evaluation must be presented to the Business Administrator.

ARTICLE VI - PROMOTIONS

A. Employment and promotional opportunities in the Departments shall be posted on the Department's bulletin board and advertised in the official Township newspaper and may be advertised in appropriate professional journals. Qualified Township employees shall have preference in being considered for said positions; provided, however, they have completed six (6) months of satisfactory service with the Township.

B. An employee promoted to a higher job classification shall serve a ninety (90) day probationary period. Such probationary status will in no way affect the rights and status of the employee in the original or lower classification.

ARTICLE VII - DUES CHECK-OFF CLAUSE

The Township agrees to cooperate with the Association in deducting from the pay of each member of the bargaining unit the required amount of monthly dues as provided in a dues check-off authorization and to deduct from all non-members of the Association an amount equal to up to 85% of these dues. The Association hereby agrees to indemnify and hold harmless the Township of Bridgewater, its agents and officials for any and all claims which may be made by virtue of any deduction undertaken pursuant to this paragraph.

ARTICLE VIII - HOURS OF WORK AND OVERTIME

- A. The normal work day and work week shall be from Monday through Friday both inclusive and shall be comprised five (5) days of eight (8) hours each beginning at 7:30 a.m. and ending at 4:00 p.m.
- B. Any work performed beyond eight (8) hours in any one day of the normal work week, shall be considered overtime and compensated for at one and one-half (1½) times the regular hourly rate of pay.
- C. Whenever an employee is required to work the seventh (7th) consecutive day in the normally prescribed work week, the employee shall be paid two (2) times the regular hourly rate of pay.
- D. In the event that an employee is called back to work after the conclusion of his/her normal work hours, the employee shall be entitled to a minimum of four (4) hours of pay at the employee's overtime rate.
- E. In the event an employee is required to work on an overtime basis in an emergency situation or for snow removal,
 the employee shall be granted a thirty (30) minute meal
 break after working more than three (3) hours and shall
 be entitled to a meal allowance at a restaurant designated
 and paid for by the Township according to the following
 schedule:

Breakfast \$4.00 Lunch \$5.50 Dinner \$7.50 Midnight Snack \$3.00 If the employee chooses to eat in another restaurant, the employee will be required to pay for the meal and submit a written receipt to the Director and shall be reimbursed monthly. Any amount spent over the schedule above shall be paid by the employee. This paragraph shall not apply to employees working on regularly scheduled overtime.

- F. An employee who works overtime may choose to be compensated by taking time off instead of money. The Township will permit an employee who chooses this option to take up to nine (9) such compensatory days per year.
- G. Employees shall be granted a one-half hour (½) unpaid lunch period and no more than a twenty (20) minute coffee break in the morning and no more than a twenty (20) minute coffee break in the afternoon without loss of pay as convenient to the particular job and as directed by the Foreman.
- H. During emergency snow removal operations or other public works emergency response, employees shall not work for a period greater than 12 to 16 consecutive hours without a rest period. If an employee is required to work more than 12 hours, that person shall receive a four hour rest period, upon instruction from the Director of Public Works, sometime between the 12th and 16th hours of consecutive work. If the employee remains at the Township DPW building for the rest period, the employee shall receive overtime compensation. If the employee does not remain at the Township DPW building, the employee shall not receive any compensation for said rest period.
- I. In the event that the Mayor declares an additional holiday due to inclement weather when employees of the Department are required to work, such employees shall be entitled to compensatory time off for any regular hours worked that day.

ARTICLE IX - WAGES AND ECONOMIC BENEFITS

- A. Effective January 1, 1983, the wage rates shall be those listed in Appendix A entitled "Wage Rate."
- B. Effective January 1, 1984, the wage rates shall be those listed in Appendix B entitled "Wage Rates."
- C. Employees classified as a laborer, driver, operator or mechanic shall reach the maximum salary for his/her position after three (3) years of employemnt with the Township. In the first year of employment with the Township, salary increments shall become effective on the employee's first anniversary date.

D. The parties agree that although there are times that employees will be required to perform work outside of their ordinary job titles, it is the intent of both parties that employees shall ordinarily be assigned work appropriate to and within their job titles.

If the Township temporarily assigns an employee to a position which is of a higher job classification for a minimum period of four (4) hours per day, the employee shall receive the following compensation:

- 1. Qualified employees who are classified as Laborers who perform the duties of a Driver, shall receive the difference between their rate of pay and that of a Driver's rate of pay or an additional twenty-five cents (\$.25) per hour whichever is less.
- 2. Qualified employees who are classified as Drivers who perform the duties of an Operator shall receive an additional twenty-five cents (\$.25) per hour for each hour worked out of his/her classification.
- 3. During snow plowing, a Laborer working as a Driver shall receive the Driver's hourly rate.
- 4. Parks Maintenance employees classified as laborers or drivers who are temporarily assigned as mechanics shall receive an additional twenty-five cents (\$.25) per hour while performing said duties provided that they shall be doing such mechanical work under the direction of the Parks Maintenance Supervisor and said work shall be for a minimum of four (4) hours per day.

E. Holidays

- 1. The Township guarantees to all employees covered by this agreement the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, although no work is performed on such days:
 - a. New Year's Day
 - b. Lincoln's Birthday
 - c. Washington's Birthday
 - d. Good Friday
 - e. Memorial Day.
 - f. Independence Day
 - g. Labor Day
 - h. Columbus Day
 - i. General Election Day
 - j. Veterans' Day
 - k. Thanksgiving Day, and the Friday thereafter
 - 1. Christmas Day, and the day preceding Christmas when Christmas falls on a weekday.

- 2. If a holiday falls on a Saturday or Sunday, it shall be celebrated and compensated accordingly on the workday preceding or the work day following such holiday as agreed upon between the Township and the Association.
- 3. Employees who work on Christmas Day or New Year's Day shall be compensated by receiving two (2) times the employee's regular rate for all hours worked in addition to the employee's regular holiday pay.

Employees who work on all other holidays shall be compensated by receiving one and one half $(1\frac{1}{2})$ times the employee's regular rate for all hours worked in addition to the employee's regular holiday pay.

- 4. In the event that an official holiday is observed during an employee's vacation, he shall be entitled to an additional vacation day. If an official holiday occurs while an employee is on sick leave, he shall not have that holiday charged against his sick leave.
- 5. To be eligible to receive holiday pay, an employee must work his regularly scheduled workday before the holiday and his regularly scheduled workday after the holiday, unless the employee is on an approved absence with pay.

F. Vacations

- 1. Employees covered by this Agreement shall be entitled to paid vacations based upon length of employment as hereinafter provided:
 - a. After the completion of six (6) months of continuous employment, five (5) days paid vacation in the first calendar year of employment.
 - b. Ten (10) days paid vacation in each year, beginning on the date on which the employee commences the second year of continuous service, to and including the calendar year in which the employee completes five (5) years of continuous service.
 - c. Fifteen (15) days paid vacation in each year, beginning on the date on which the employee commences the sixth year of continuous service.
 - d. Twenty (20) days paid vacation in each year, beginning on the date on which the employee commences the 11th year of continuous service.
 - e. Twenty-one (21) days paid vacation in each year, beginning on the date on which the employee

- f. Twenty-two (22) days paid vacation in each year, beginning on the date on which the employee commences the 15th year of continuous service.
- g. Twenty-three (23) days paid vacation in each year, beginning on the date on which the employee commences the 17th year of continuous service.
- h. Twenty-four (24) days paid vacation in each year, beginning on the date on which the employee commences the 19th year of continuous service.
- i. Twenty-five (25) days paid vacation in each year, beginning on the date on which the employee commences the 21st year of continuous service.
- j. Twenty-six (26) days paid vacation in each year, beginning on the date on which the employee commences the 23rd year of continuous service.
- k. Twenty-seven (27) days paid vacation in each year, beginning on the date on which the employee commences the 25th year of continuous service.
- 2. The scheduling of vacations shall be done in such a way as to assure orderly operations and adequate continuous service. The Directors shall have ultimate authority for scheduling vacations.
 - a. Temporary and seasonal employees shall not be eligible for vacation time. A person employed before the 10th of the month shall be considered to have been employed for the entire month.
 - b. Vacation time must be used in the current year and cannot be accumulated, unless extended into the first two (2) months of the following year upon the recommendation of the Department Director with the approval of the Mayor.
 - c. Vacation time, which shall be scheduled subject to approval of the Department Director, may only be taken in units of full days.
 - d. At the time f separation from service, the employee shall be entitled to pay for any full day's vacation earned and not previously used.

G. Personal Leave Days

- 1. An employee shall be granted three (3) personal leave days each calendar year with pay for the transaction of urgent, stated personal business, which shall be approved by the Department Director.
- Personal leave days may not be accumulated beyond one (1) year.

H. Longevity Payments

Longevity payments shall be made in lumpsum payments on or before December 15 of each year based on the basic wage rate earnings for the year less extended sick leave, leave of absence, and overtime payments based on the following formula:

- 1. In the year starting the sixth year of continuous employment: two percent (2%), with a maximum of three hundred dollars (\$300).
- 2. In the year starting the 11th year of continuous employment: three percent (3%), with a maximum of four hundred fifty dollars (\$450).
- 3. In the year starting the 16th year of continuous employment: four percent (4%), with a maximum of six hundred dollars (\$600).
- 4. In the year starting the 21st year of continuous employment: five percent (5%), with a maximum of seven hundred fifty dollars (\$750).

I. Funeral Leave

Leave with pay, not to exceed three (3) days, shall be granted by the Department Director to any full-time employee in the event of a death in the immediate family. Such leave shall be in addition to vacation leave and sick leave. For purposes of death leave, the term "immediate family" shall include only the employee's spouse, child, his or her spouse's parent or his brother or sister or any member of the immediate household.

ARTICLE X -LEAVES OF ABSENCE

A. Sick Leave

1. As used in this section, "sick leave" means paid leave that may be granted to each full-time employee who through sickness or injury becomes

incapacitated to a degree where he/she is unable to perform the duties of his/her position or who is quarantined by a physician because he has been exposed to a contagious disease.

- 2. Full-time employees who have worked less than one (1) year shall be entitled to one (1) sick leave day with pay for each month worked.
- 3. Full-time employees shall be entitled to fifteen(15) working days of sick leave with pay per year in each calendar year after they have completed one (1) year of satisfactory continuous service.
- 4. Sick leave may be accumulated from year to year without limit and may not be used in advance of its accrual.
- 5. Employees who retire from employment with the Township after ten (10) years of service or more shall be entitled to payment for twenty-five percent (25%) of their unused accumulated sick leave up to one hundred eighty (180) days, based upon the rate of compensation in effect on the date of retirement.
- 6. Accumulated sick leave may be used by an employee only for personal illness or disabling injuries.
- 7. Extended sick leave policy
 - a. General. In the event that an employee's illness or disability continues for a prolonged period and the employee has exhausted his/her accumulation of unused sick leave days, annual vacation and personal leave days, extended sick leave benefits may be available to him/her for a maximum period of twenty-six (26) weeks. The first thirteen (13) weeks or any portion thereof shall be paid at the employee's full annual base salary. The next thirteen (13) weeks or any portion thereof shall be paid at the rate of fifty percent (50%) of the employee's annual base salary.
 - b. Conditions of eligibility. Extended sick leave benefits shall be available to employees pursuant to the following terms and conditions:
 - The employee shall have successfully completed his/her probation period and have permanent employment status with the Township.

- 2. An employee shall have exhausted his/her accumulation of unused sick leave, personal leave and vacation leave and shall have continued to be ill or disabled.
- 8. When an employee is absent from work because of illness for more than three (3) consecutive days, his Department Director may require the employee to submit a certificate from a physician relating to his illness, extent of disability and when he can return to work.

B. Military Leave

- 1. Any full-time permanent employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence in addition to his vacation for the period of such training as authorized by law. He shall be paid the weekly rate of pay for scheduled work time lost, exclusive of overtime, upon presentation of proper evidence of military service.
- 2. When an employee has been called to active duty or inducted into the military or naval forces of the United States, he shall be granted an indefinite leave of absence without pay for the duration of such active military service, provided that he does not voluntarily extend such service. Such employee shall have the right to reinstatement to his former position or a position of equal status without the loss of privileges or seniority, provided he reports for duty with the Township within ninety (90) days following his honorable discharge.

C. Force Reduction

Whenever there is a lack of work or lack of funds requiring a reduction in the number of employees in the Department, the required reduction(s) shall be made on the basis of length of service with the Township and the ability to perform the work.

D. Leave Without Pay

 Leave without pay may be granted to full-time employees. Normally, it shall be granted only when the employee has used his accumulated sick leave and vacation leave in the case of illness, or his vacation leave if leave without pay is requested for reasons other than illness. During this period the employee shall not accrue any benefits or seniority.

- 2. Requests for leave without pay must be initiated in writing by the employee, containing the starting date, approximate date of return and reasons for such request. It shall be approved by the Department Director and Business Administrator.
- 3. Such leave, except for military leave without pay, shall not be approved for a period of longer than ninety (90) days at one (1) time.

ARTICLE XI - UNIFORMS

The Township shall provide each employee with the following at no cost to the employee:

- Four (4) sets of uniforms per employee per year.
- В.
- C.
- Five (5) sets of uniforms per mechanic per year. Two (2) pair of coveralls per mechanic per year. One (1) pair of coveralls for certain employees in the sewer division and sweeper operators when needed.
- A \$70 allowance per year for work shoes. One (1) winter coat when necessary.
- Rainsuits, rubber boots, and gloves when needed.

Employees will be required in accordance with Township policy to wear said uniforms. Failure to wear these uniforms may result in discipline.

ARTICLE XII - INSURANCE

Health Insurance

The Township agrees to furnish to all employees and their families covered under this agreement, at no charge to such employees, health insurance coverage as provided by:

Hospital Insurance Plan of New Jersey (New Jersey Blue Cross Plan, including Rider J., 14/20 Series)

Medical-Surgical Plan of New Jersey (New Jersey Blue Shield Plan)

The Prudential Insurance Company of America (Major Medical Insurance)

The complete details of this coverage are provided in the booklet New Jersey State Health Benefits Program HB-80-22-782(7-82).

Dental Insurance

The Township agrees to furnish all employees only at no charge to such employees dental insurance coverage for the following benefits: diagnostic, preventive, oral surgery, restorative, endodontics, periodontics, and prostodontic. There will be a 100% coverage for preventative and diagnostic services and a 50/50 co-payment of all other remaining basic services and prostodontic benefits of the Usual, Customary and Reasonable fees for these dental services.

ARTICLE XIII - TERM

This agreement and the benefits contained therein shall be in full force and effect from January 1, 1983 through and including the 31st day of December, 1984. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, written notice shall be given to the other party not less than 120 days prior to such expiration date. Collective negotiations on the terms of a new agreement shall commence no later than ten (10) working days thereafter.

This agreement shall remain in full force and effect during collective negotiations between parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

BRIDGEWATER PUBLIC WORKS ASSOCIATION

TOWNSHIP OF BRIDGEWATER

Joseph LaMonica, President

Leonard DeMuro, Secretary

Bette B. Nuse, Township Clerk

APPENDIX A

January 1, 1983 - December 31, 1983

Department of Public Works

Position	Minimum	Maximum
General Foreman Garage Foreman/W Asst. Garage/Foreman/W Road Foreman/W Asst. Road Foreman/W Sewer Foreman/W Asst. Sewer Foreman/W Construction Foreman/W Asst. Construction Foreman/W Senior Operator Senior Mechanic Senior Sewer Maintenance Technician Sewer Maintenance Technician Operator Mechanic Senior Driver Driver Senior Laborer Laborer	\$8.30 ph 8.30 ph 7.64 ph 8.03 ph 7.64 ph 8.01 ph 7.64 ph 8.03 ph 7.59 ph 7.59 ph 7.59 ph 7.59 ph 7.59 ph 7.53 ph 7.53 ph 7.53 ph 7.64 ph 7.59 ph 7.59 ph 7.59 ph 7.59 ph	9.81 ph 10.06 ph 9.81 ph 10.06 ph 9.81 ph 9.56 ph 9.56 ph 9.56 ph 9.49 ph
Department of Recreation and Parks	,	
Park Maintenance Foreman/W Asst. Park Maintenance Foreman/W Park Maintenance Mechanic Park Maintenance Operator Light Park Maintenance Operator Senior Park Maintenance Driver Park Maintenance Driver Senior Park Maintenance Laborer 'Park Maintenance Laborer	8.01 ph 7.64 ph 7.53 ph 7.53 ph 7.35 ph 7.29 ph 7.18 ph 7.03 ph 6.91 ph	10.06 ph 9.81 ph 9.49 ph 9.49 ph 9.27 ph 9.17 ph 9.05 ph 8.99 ph 8.87 ph

APPENDIX B

January 1, 1984 - December 31, 1984

Department of Public Works

Position	Minimum	Maximum
General Foreman Garage Foreman/W Asst. Foreman/W Road Foreman/W Asst. Road Foreman Sewer Foreman/W Asst. Sewer Foreman/W Construction Foreman/W Asst. Construction Foreman/W Senior Operator Senior Mechanic Senior Sewer Maintenance Technician Sewer Maintenance Technician Operator Mechanic Senior Driver Driver Senior Laborer Laborer	\$8.92 ph 8.92 ph 8.26 ph 8.65 ph 8.65 ph 8.63 ph 8.65 ph 8.65 ph 8.26 ph 8.21 ph 8.21 ph 8.21 ph 8.21 ph 8.21 ph 8.21 ph 8.21 ph 8.25 ph 7.91 ph 7.65 ph 7.65 ph	10.72 ph 10.43 ph 10.68 ph 10.43 ph 10.68 ph 10.43 ph 10.18 ph 10.18 ph
Department of Recreation and Parks	,	
Park Maintenance Foreman/W Asst. Park Maintenance Foreman/W Park Maintenance Mechanic Park Maintenance Operator Light Park Maintenance Operator Senior Park Maintenance Driver Park Maintenance Driver Senior Park Maintenance Driver Park Maintenance Laborer	8.63 ph 8.26 ph 8.15 ph 8.15 ph 7.97 ph 7.91 ph 7.80 ph 7.65 ph 7.53 ph	10.68 ph 10.43 ph 10.11 ph 10.11 ph 9.89 ph 9.79 ph 9.67 ph 9.61 ph 9.49 ph